

REMARKS

The present Amendment amends claim 10 and leaves claims 14 and 16 unchanged. The present application has pending claims 10, 14 and 16.

Claims 10, 14 and 16 stand rejected under 35 USC §103(a) as being unpatentable over Stewart (U.S. Patent No. 6,259,405) in view of Joseph (U.S. Patent Application Publication No. 2005/0165661). This rejection is traversed for the following reasons. Applicants submit that the features of the present invention as now more clearly recited in claims 10, 14 and 16 are not taught or suggested by Stewart or Joseph whether taken individually or in combination with each other as suggested by the Examiner. Therefore, Applicants respectfully request the Examiner to reconsider and withdraw this rejection.

Various amendments were made throughout the claims particularly claim 10 in order to more clearly describe features of the present invention. Specifically, amendments were made to claim 10 so as to more clearly recite that according to the present invention after a user registers as a member through the service providing management unit, the user can use a car under a car use service, purchase car insurance service on the car being used, and purchase services other than car use and car insurance services using points issued every time the user uses any one of the services. Uniquely, according to the present invention the service user is not required to buy or own a car and can freely change the type of car used under the car use service as well as modify the contents the car insurance service on the car used under the car use service depending on used conditions of the car such that during a period when the service user does not use the car, the service user is free to

terminate the car insurance for the period, and when the car insurance service on the car used under the car use service has been terminated by the service user, a remainder of the points credited by a predetermined amount of payment increases and points that will not be used due to the termination of the car insurance service can be freely used for the different kinds of services, managed by said car other service management unit, other than car use and car insurance services as in the present invention.

The above described features of the present invention now more clearly recited in the claims are not taught or suggested by any of the references of record whether taken individually or in combination with each other. Particularly, the above described features of the present invention now more clearly recited in the claims are not taught or suggested by Stewart or Joseph whether taken individually or in combination with each other as suggested by the Examiner.

Stewart teaches a system for overcoming conventional conveniences when a traveler uses a mobile PC. Stewart teaches that the mobile PC cannot be used if the traveler moves to a location where the PC cannot access a wireless network. Stewart discloses a network including a portable computing device (PCD) owned by a mobile user and a wireless access point (AP) connected to a network 130 to which a service provider 140 and a management information base (MIB) 150 is provided. Stewart teaches that by performing scanning with the AP located in numerous locations, an ID transmitted from a PCD is detected and the detected ID is relayed to the service provider 140 via the network 130. Thus, in Stewart connection between the PCD and the service provider is accomplished whenever the ID

of the PCD is detected by the AP. Therefore, in Stewart a mobile user can reserve a car for renting during movement before the mobile user arrives at a destination airport.

Stewart also teaches that a variety of services such as restaurant, hotels and airline reservations, other than car rental reservation services, can be provided. In Stewart, a mobile user is required to request a desired service which can be any one of the listed services and pay for such services individually. However, at no point is there any teaching or suggestion in Stewart of the above described features of the present invention now more clearly recited in the claims.

As described above, according to the present invention when a car use service is selected, car insurance service is purchased and the contents of the car insurance service can be terminated by the user when the car is not being used. When the contents of the car insurance service is modified by termination, the points which were not used due to the termination can be used for services other than the car use and car insurance services. Such features are clearly not taught or suggested by Stewart.

Thus, Stewart fails to teach or suggest that the service user is not required to buy and own car and can freely change the type of car used under the car use service as well as modify the contents of the car insurance service on the car used under the car use service depending on use conditions of the car as recited in the claims.

Further, Stewart fails to teach or suggest that during a period when the service user does not use the car, the service user is free to terminate the car insurance for the period as recited in the claims.

Still further, Stewart fails to teach or suggest that when the car insurance service on the car used under the car use service has been terminated by the service user, a remainder of the points credited by a predetermined amount of payment increases and points that will not be used due to the termination of the car insurance service can be freely used for the different kinds of services, managed by said car other service management units, other than the car use and car insurance services as recited in the claims.

The above described deficiencies of Stewart are not supplied by any of the other references of record. Particularly, the above described deficiencies of Stewart are not supplied by Joseph. Therefore, combining the teachings of Stewart and Joseph in the manner suggested by the Examiner in the Office Action still fails to teach or suggest the features of the present invention as now more clearly recited in the claims.

Joseph apparently recognizes that the cost of terminating a vehicle lease agreement is high and the cost of transferring a vehicle lease right to others is low. Based on such recognition, Joseph teaches a system in which a variety of parameters such as style, year, make and mileage of respective leased vehicles are displayed on a website and a user can select any desired leased vehicle from the leased vehicles being displayed. Further, in system taught by Joseph, when a user cannot find a desired leased vehicle on the website and if the user registers his/her desires on the website, the user can automatically be informed when the desired leased vehicle becomes available on the website.

Joseph also teaches in paragraphs [0043] – [0045] a system in which wherein the website provides a link to a website of car insurance in order to keep continuity of the car insurance after transferring the car lease from one vehicle to another. Joseph simply teaches a system which permits the use to access another website to move the car insurance from one vehicle to another vehicle.

Thus, as is clear from the above, Joseph fails to teach or suggest that the service user is not required to buy and own a car and can freely change the type of car to used under the car use service as well as modify the contents of the car insurance service on the car used under the car use service depending on use conditions of the car and during a period when the service user does not use the car, the service user is free to terminate the car insurance service for the period as recited in the claims.

Further, Joseph fails to teach or suggest that when the car insurance on the car used under the car use service has been terminated by the service user, a remainder of the points credited by a predetermined amount of payment increases and points that will not be used due to the termination of the car insurance service can be freely used for the different kinds of services, managed by said car other service management unit, other than the car use and car insurance services as recited in the claims.

Therefore, since both Stewart and Joseph fails to teach or suggest the features of the present invention, the combination of Stewart and Joseph does not render obvious the features of the present invention as now more clearly recited in the claims. Accordingly, reconsideration and withdrawal of the 35

USC §103(a) rejection of claims 10, 14 and 16 as being unpatentable over Stewart and Joseph is respectfully requested.

The remaining references of record have been studied. Applicants submit that they do not supply any of the deficiencies noted above with respect to the references utilized in the rejection of claims 10, 14 and 16.

In view of the foregoing amendments and remarks, applicants submit that claims 10, 14 and 16 are in condition for allowance. Accordingly, early allowance of claims 10, 14 and 16 is respectfully requested.

To the extent necessary, the applicants petition for an extension of time under 37 CFR 1.136. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, or credit any overpayment of fees, to the deposit account of MATTINGLY, STANGER, MALUR & BRUNDIDGE, P.C., Deposit Account No. 50-1417 (503.39354X00).

Respectfully submitted,

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